*Sanders* v. *Insurance Co.* (1904) 72 N. H. 485, 37 Atl. 655; *contra, Carter* v. *Aetna Life Ins. Co.* (1907) 76 Kan. 275, 91 Pac. 178; see 10 Columbia Law Rev. 481. However, under the influence of Workmen's Compensation Acts the legislatures of various states have passed laws for the same purpose. Iowa Code (1913) § 2477-m48; Oregon Gen. Laws, 1915, c. 175; Minn. Laws of 1915, c. 209, § 31A; S. D. Laws of 1917, c. 278, § 3; N. Y. Laws of 1917, c. 524f, amending Insurance Law, § 109. Hence, "indemnity" contracts were practically discarded in the states where these insurance statutes have been passed, and the rights of the employee against the insurer were made absolute after judgment, as though the employee were an actual beneficiary under the contract. The statutes, however, have given different remedies. Massachusetts has created an equitable lien in favor of the employee immediately upon judgment, while in the Oregon a legal execution is allowed. Ore. Gen. Laws, *supra.*

EVIDENCE—ADMISSIBILITY WHEN ILLEGALLY OBTAINED.—The defendants were indicted for accepting and making bets. Detectives while making the arrest illegally seized papers and books belonging to the defendants, which were produced at the trial as evidence of the crime. Proof of conversations obtained by illegally tapping telephone wires was also introduced and in spite of the fact that the identity of the conversers was not ascertained until some time subsequent. *Held,* the evidence was admissible. *People* v. *McDonald et al.* (N. Y. App. Div. 2nd Dept. 1917) 8 Daily Record No. 259.

Since the first eight amendments to the federal constitution are applicable only to matters within federal authority, see *Twining* v. *New Jersey* (1908) 211 U. S. 78, 29 Sup. Ct. 14, it is obvious, that decisions construing the meaning and effect of the Fourth Amendment which deals with the right of the people to be secure against unreasonable search and illegal seizure of papers and effects, are not binding upon the state courts when they interpret similar provisions in state constitutions. The case of *Boyd* v. *United States* (1886) 116 U. S. 616, 6 Sup. Ct. 524, interprets the fourth and fifth amendments together and establishes the federal rule that a defendant cannot be compelled to produce evidence against himself by his performance of an affirmative act. 3 Wigmore, Evidence, § 2264. But that case and the decisions decided under it, though repeatedly relied upon, are evidently inapplicable in a state court and besides do not establish that evidence illegally seized is inadmissible. See *Adams* v. *New York* (1904) 192 U. S. 585, 24 Sup. Ct. 372. It is now well settled both in the federal and state courts, that evidence material to the issue is admissible in a criminal trial without inquiry as to whether or not it was obtained by illegal seizure. *People* v. *Adams* (1903) 176 N. Y. 351, 68 N. E. 636, aff'd. *Adams* v. *New York, supra; Imboden* v. *People* (1907) 40 Colo. 142, 90 Pac. 608; 14 Columbia Law Rev. 338; but see *State* v. *Sheridan* (1903) 121 Iowa 164, 96 N. W. 730. Since, moreover, evidence is not excluded because secured by other illegal methods, Wigmore, *op. cit.,* § 2183; 3 Chamberlayne, Evidence, 1740*e,* § 2299; it would follow logically that evidence obtained by illegally tapping telephone wires, should also be accepted. Although, in the principal case, sufficient proof to enable the witness to identify the speakers over the tapped wires was not obtained until subsequent to the over-hearing of the incriminating conversations, nevertheless, the

trial court was justified in admitting the testimony in view of the repeated conversations overheard. *Cf. People* v. *Dunbar Contracting Co.* (1915) 215 N. Y. 416, 109 N. E. 554; but *cf.* 11 Columbia Law Rev. 182.

EVIDENCE—CORROBORATION OF ACCOMPLICES.—The defendant, a physician, was convicted of the crime of abortion upon the testimony of two accomplices supplemented by other evidence of the pregnancy of the woman upon whom the abortion was committed, of her visit to the defendant's office, and of her miscarriage shortly thereafter. *Held,* the corroborating evidence was sufficient as it tended to satisfy the jury of the truth of the accomplices' testimony. *State* v. *Holden* (Ohio 1917) 20 N. P. (N. S.) 200.

There was no rule of common law requiring corroboration of the testimony of an accomplice although a jury was to be cautioned as to reliance upon it. I Greenleaf, Evidence § 380; *Allen* v. *State* (1859) 10 Oh. St. 287. But by statute, or, as in Ohio, independently of statute, in over half of our states the requirement of the corroboration of an accomplices' testimony has become a rule of law. 3 Wigmore, Evidence § 2056; see *State* v. *Robinson* (1910) 83 Oh. St. 136, 93 N. E. 623. Two views have been taken as to what is sufficient corroboration. The one generally recognized in England and the United States is that there must be some other evidence of the accused's actual participation in the offence. *Regina* v. *Dyke* (1838) 8 Car. & P. 261; *Commonwealth* v. *Holmes* (1879) 127 Mass. 424; *People* v. *Haynes* (N. Y. 1869) 55 Barb. 450. This view apparently was favored in Ohio before the decision in the principal case. See *State* v. *Robinson, supra.* Upon facts very similar to those in the principal case it has been held, in accordance with this view, that there was not a sufficient corroboration. *People* v. *Josselyn* (1870) 39 Cal. 393. The other view is that any evidence tending to convince the jury of the truth of the accomplices' testimony is sufficient corroboration. *State* v. *Howard* (1859) 32 Vt. 380; *State* v. *Ballew* (1900) 83 S. C. 82, 63 S. E. 688. The principal case expressly adopts this view. As a matter of principle it would seem that the requirement of corroboration of an accomplice's testimony is to verify its truthfulness and that any corroborating evidence is sufficient which tends to and which does convince the jury that the testimony of the accomplice is true. See *Tidd's Trial* (1820) 33 How. St. Tr. 1483. It is submitted, therefore, that the principal case is correct, though against the weight of authority.

INSURANCE—STANDARD POLICY—CANCELLATION CLAUSE.—In a suit upon a standard fire insurance policy, similar to that prescribed by statute in New York Insurance Law (N. Y. Consol. Laws, c. 33) § 121, *held,* in order to effect a cancellation the company should have returned the unearned premium upon giving notice of cancellation. *Continental Insurance Co. of N. Y.* v. *Peery* (Tenn. 1917) 197 S. W. 487.

The standard fire insurance policy adopted in New York in 1886 has been used or prescribed by statute in many other jurisdictions, Richards, Insurance (3rd ed.) § 277. The cancellation clause provides that the company may cancel by giving five days notice, and further, that "If this policy shall be cancelled * * *, the unearned portion [of the premium] shall be returned on surrender of this policy * * *." In construing this clause, a majority of the courts have held that